

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

The Contractor shall provide wood disposal services within the State of Connecticut as required for the Connecticut Department of Transportation (“ConnDOT, Client Agency or Department”). The Contractor shall accept wood delivered by ConnDOT forces in accordance with the specifications provided within this Exhibit A.

2. SPECIFICATIONS FOR WOOD DROP-OFF AT CONTRACTOR LOCATIONS:

The Contractor shall offer designated wood debris drop off location(s) throughout the State of Connecticut.

Quantities delivered by Client Agency shall be measured by the cubic yard capacity of the truck bodies shown in Attachment 3- DOT Truck Bodies and in accordance with the half load and full load maximum prices provided in Exhibit B- Price Schedule.

The Client Agency shall initiate a purchase order prior to delivering any wood debris. The open purchase order charges will reflect the wood debris disposal ticket (Attachment 1- Wood Debris Disposal Ticket) received after each delivery.

The Contractor shall provide the Client Agency with a monthly billing statement in order to process the payment for services.

Wood debris disposal tickets must be completed at time of the disposal delivery. The Client Agency and Contractor’s representative shall print clearly on each ticket. The Contractor’s representative shall make a copy of the wood debris disposal ticket and email it to the ConnDOT District Landscape Designer and Staff Landscape Designer contact persons with the associated charges for the dropped off wood. The Client Agency shall file the wood disposal ticket with the District’s Planning Department for monthly payment to the Contractor and return the original wood disposal ticket to the respective ConnDOT Maintenance Garage for recordkeeping.

3. PERMITS, LICENSES AND FEES

Contractor shall pay all fees for permits, licenses and certifications, and provide all notices to DAS. The Contractor shall furnish a copy of their valid permit confirming compliance with the Department of Energy and Environmental Protection’s (DEEP) “Construct and Operate a Commercial Facility for the Management of Recyclable Materials and Certain Solid Wastes” program. The Contractor shall immediately notify the Client Agency by written notice in the event any of such permits, licenses or certifications expire or are revoked. The Client Agency, at any time during the term of this Contract, may request the Contractor to provide proof of any of required permits, licenses and certifications.

4. CONTRACTOR LOCATIONS, HOURS OF OPERATION AND LIMITATIONS:

The Contractor shall provide the Client Agency a minimum forty-eight (48) hour notice if the disposal facility is at capacity and can no longer accept wood debris deliveries. The Contractor notification shall be in the form of an email to the Client Agency. The Contractor shall also provide notice, in the form of an email to the Client Agency once the disposal facility resumes accepting wood debris.

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The Contractor shall provide the address, hours of operation and a point of contact for each drop off facility provided in Attachment 2- Drop-off Location.

The Contractor shall provide DAS with any additional addresses, hours of operation and contact information if new wood debris disposal facilities become available. The Contractor shall notify DAS in writing of the new facility including verification that said Contractor manages the facility. The Client Agency shall not use the new wood debris disposal facility without Client Agency approval.

5. MATERIAL FOR DISPOSAL:

- **WOOD** - All wood will be delivered as is. Reasonable efforts will be made by ConnDOT to ensure that the wood delivered is free from foreign debris not consisting of wood.
- **CHIPS** - Wood chips will include clean, dry or green wood and may contain small amounts of rakings that include small sticks and leaves.
- **BRUSH** - Brush will include branches and limbs not greater than six (6) inches in diameter with leafy and twig material free from foreign debris not consisting of wood.

6. PRICING:

All locations offered by the Contractor throughout the State of Connecticut provided in Attachment 2- Drop off Locations will be subject to the maximum half load and full load prices shown in Exhibit B- Price Schedule.

7. ADDITIONAL TERMS AND CONDITIONS:

a. Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

b. P-Card (Purchasing MasterCard Credit Card)

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

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The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.